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Current Topics.

The Death of Mr. Bayford, K.C.

LEGAL PRACTITIONERS whose memories carry them back to the last quarter of the NINETEENTH CENTURY will have learned with regret that Mr. Bayford, K.C., senior, has just died at the advanced age of eighty-five. Mr. BAYFORD had long retired from practice, and had been succeeded in the Divorce Court work by his son, now also a King's Counsel. He was, perhaps, the last survivor of the famous group of advocates in the Divorce Court who helped to mould its practice and etiquette in the period which intervened between its establishment as a secular court and its entrance into the Supreme Court of Judicature as one of the Divisions of the High Court in consequence of the Judicature Act, 1873. Other famous members of that group were FRANCIS JEUNE, GORELL BARNES, BARGRAVE DEANE—all afterwards judges and now deceased—Mr. BARNARD, who is still with us as Registrar of the Court, and the late Mr. INDERWICK, K.C., of whom it was wittily said that "no woman ever knows how deeply she has been wronged until she has been examined in chief by INDERWICK." Mr. BAYFORD was the colleague and rival in practice of all these men, and he deserves a place with them in the niche of forensic fame.

Sixty Years Ago.

WE DO not know whether Mr. BAYFORD has followed the now common example of writing some memoirs of his career, as adopted by so many successful advocates; but if he had, no doubt he would draw attention to the enormous change which has come over the Divorce Court, and public sentiment in connexion with divorce, during the sixty years and more which have elapsed since first he wore wig and gown. Not only have lists increased to an extent which our grandfathers would have considered a social portent, not to say a catastrophe; not only has the practice of "collusive divorces," in which the insincere letter of request for restitution bears its well-known part, become so common that it may almost be said to have got a sort of quasi-recognition in fact, although reprobated in theory, by our courts; but the whole attitude towards such questions has changed. A woman will nowadays leave her husband for reasons which her grandmother would have considered utterly trivial. Judges will infer cruelty on the part of husbands from conduct which so recent a President as Sir FRANCIS JEUNE would have regarded as merely a manly assertion of marital authority. Judicial separations, in our Summary Jurisdiction Courts, are granted by magistrates and benches of justices for grounds which our ancestors would have deemed absurd. In fact, it is clear that the law of marriage and divorce has undergone immense changes rather by customary administration than by alteration either of statute or of judicial

interpretation. The point of view of sixty years ago, one imagines, would seem quaint, novel, and original, if presented, in memoirs or otherwise, to the generation of to-day.

The Memoirs of Eminent Lawyers.

WE WONDER, by the way, whether the rising generation of articled clerks and bar-students shows the same avidity for the "memoirs" of famous lawyers as did their predecessors in the NINETEENTH CENTURY. Thirty years ago every young aspirant for legal success read, as a mere matter of course, such works as the ever delightful "Experiences" of SERGEANT BALLANTINE, or the "Leaves from a Life" of MONTAGU WILLIAMS. A taste for the literary monuments of his profession, we believe, is one of the natural characteristics of every man who really loves his vocation. The lawyer, doctor, soldier, clergyman, detective, architect, who does not find pleasure in reading the history of his art and the biographies of eminent men who have flourished in it, must surely be lacking in any real interest in the human side of his profession. Every vocation has three aspects: the human, the economic, and the technical. The second is represented by the commercial aspect of it as an investment of a man's capital and brains; the third comprises a scientific knowledge of its principles. Both are important. But a vocation is more than a combination of money-making and the practice of a technical art. It is also a life lived with other men in dull or vivid human surroundings, among customs mean or dignified, and through experiences which powerfully arouse passion or awake pathos. The man who loves his career will love these aspects of it; he will wish to know how other men have felt about them, and so he will read the memoirs composed of or by famous men who have been his great forerunner in his own little track across the eternal.

A Library of famous Legal Literature.

WE HAVE sometimes wondered why it is so that no popular publisher has tried to bring out a popular library of famous literature hinging on the Law. One fancies that such a library would appeal, not only to barrister, solicitor, law clerk, but also to many persons who are not lawyers. There is much admirable literature illustrating most powerfully the human aspects of a legal career, but not accessible in a cheap or portable form. Let us begin with BOSWELL'S "Life of Johnson," a book written by a Scots Advocate, about one who was not a lawyer at all, but whose whole life is so mixed up with the TEMPLE and the environments of the Inns of Court and of Chancery that every young lawyer in London reads it as a matter of course. Then there is that fascinating work, CAMPBELL'S "Lives of the Chancellors," from which the reader may gain more real knowledge of the things that matter in our legal history than from all the learned and scholarly treatises on Jurisprudence in existence. There is also CAMPBELL'S "Lives of the Chief Justices," and the "Lives of LYNDHURST and BROUGHAM." Then there is Lord BROUGHAM'S own series of work: "Memoirs of Eminent Statesmen, etc., in the Reign of George III." There is the "Lives of Eminent Lawyers," in the Cabinet Encyclopædia. There is that wonderful legal novel SAM WARREN'S "Ten thousand a Year," which is full of rich reference to the great legal personages of the Reform Era, and to the conditions of professional life in that age; it has only one drawback, WARREN made all his solicitors blackguards—a strange obsession. There are the memoirs and the biographies, all fascinating, of BALLATINE, MONTAGU WILLIAMS, RUSSELL OF KILLOWEN, HENRY HAWKINS, SIR EDWARD CLARKE, and many others. Surely a popular library bringing out, one by one, cheap illustrated and annotated editions of all these books is an enterprise some publisher might find it worth while to undertake.

New Imperial Court of Appeal in Federated Malay States.

NOTHING HAS marked the gradual spread of British influence in the Malay Peninsula more than the administration of justice, a fact that is emphasized by the recent constitution of a Court of Appeal in the State of Kedah. European intercourse with this Native State dates back to the period when the Honourable East India Company was extending its trading interests in the Far East, in competition with the Portuguese and Dutch; but in 1909 a new era for Kedah began with its formal transference from Siamese to British suzerainty. An account of the formal inauguration of the recently constituted Court of Appeal, consisting of Judges of the Supreme Court of the Straits Settlements and Judicial Commissioners of the Federated Malay States, has just arrived in this country. The first sitting of the Court took place in the Balai Besar (Council Chamber) in the capital (Alor Star), and was presided over by the Hon. Sir WALTER S. SHAW, Chief Justice of the Straits Settlements. His Highness The REGENT OF KEDAH (who was recently invested by H.R.H. the PRINCE OF WALES with the insignia of an Honorary Companion of St. Michael and St. George) took a seat on the bench during the formal opening of the Court. The Court sat for two days, during which a number of criminal appeals were heard and disposed of. Soon, it is hoped, the Court will sit in a new High Court building, which is in course of erection on a site adjacent to the Government offices in Alor Star.

The Judiciary of Kedah.

THE JUDICIARY of Kedah consists of the High Court, which sits normally in Alor Star, but also goes on circuit to the principal districts; the Magistrate's Court at Alor Star, with subsidiary Courts in certain other townships of North Kedah; the District Courts, presided over by the District Officers sitting as Magistrates; and the Sharaiah (or Kathis') Courts, which take cognisance only of cases involving Mohammaden law. Appeals from the District and Magistrates' Courts are heard before the High Court, and, down to the end of the Kedah year (3rd September last), from the Sharaiah and High Court before the State Council. The new Courts Enactment reconstituted the High Court, and altered the arrangements for appeals, which, in future, will be heard by the newly constituted Court of Appeal, an arrangement likely to ensure a more equitable administration of justice. In the last year of its old constitution the High Court gave judgment in 247 criminal cases and dealt with 96 criminal appeals, and decided 446 civil suits and dealt with 144 civil appeals.

The New Town Planning Order.

THE MINISTER OF HEALTH has issued a General Order under s. 45 of the Housing, Town Planning, &c., Act, 1919, for the purpose of enabling development to proceed in areas for which resolutions have been passed or authority given to prepare town planning schemes. The section in question provides that if works are carried out in accordance with the conditions prescribed in an Order made by the Minister, a claim for compensation under the scheme in respect of the works shall not be prejudiced. It is highly important that persons wishing to develop shall not be delayed on account of the preparation of a town planning scheme, and the General Order has been made with the object of preventing any such delay. At present local authorities can allow development, but the consent of the Minister has to be obtained in each individual case. This is a cumbersome procedure, and under the General Order local authorities will be able to allow development themselves without reference to the Minister, except in disputed cases.

The Preston Guild Merchant.

THE DAILY PRESS has interested itself during the past week in that quaint survival of mediæval institutions, the Preston Guild Merchant; so we need not weary our readers with details about it. But what is of special value in any of these survivals is the light it throws on the history of our Law and of the English Constitution. The late Professor MAITLAND, Sir PAUL VINOGRADOFF, Dr. HORACE ROUND and Dr. SEEBOHM, of course, are the pioneers of research into this, until lately, neglected sphere of English History. It is now becoming clear that the English social order, in the Middle Ages, was much more complex than formerly was imagined. At the top there was the King,

the great Lords, and the "Noblesse" or Knights who held manors. At the bottom there were the villeins of many different types and status. In between, then as now, came the great middle class; the Clergy, the Burghers, and the freeholders of the manor. Until the other day, it was assumed that the "Burghers" were all of one legal status. Now we know that they were divided into at least three great classes; the "*Mercatores*," or members of the "Gild Mercatoria," or "Guild Merchant"; the "Major Gilds," corresponding to such privileged occupations as that of "barber" (the modern surgeon), "scrivener" (the modern "notary" and accountant), and other like vocations; and the "Minor Guilds," which included the mass of common trades, wholesale or retail. In each guild, too, were found masters, journeymen and apprentices. So that the whole order of town life in the days of the three Edwards, in all probability, did not differ so much from that of the modern urban community as we used to suppose. No one quite knows where the "attorneys" came in this grouping. The Bar seems to have been an offshoot of the monasteries and the church. Probably the "Attorney" was the mediæval equivalent of the "procurator" in the late Roman Empire, in which case he was the steward who managed a manor or the "*firma burgensis*" of a borough (which corresponds to a manor) or that of a cathedral or abbey. If so, then his status is clear. The "Steward" or "Procurator" was one of a small group of manorial officials known as "*Ministeriales*," from whom the modern professional class is believed to be largely derived. The "*Ministeriales*" were to the Manor what the "Mercatores," or member of the "Guild Merchant" were to the borough, namely, the privileged order and ruling class. But, perhaps, one of these days, some retired President of The Law Society, with abundant leisure, will take up the task of investigating the origin of the "Attorney," and will write the History of the Profession.

Sir Edward Clarke in the House of Commons.

A LEARNED correspondent, challenging a statement of a general nature contained in our article on "A Great Caledonian Advocate" last week (*ante*, p. 731), contends that Sir EDWARD CLARKE was a success in the House of Commons. We did not intend to suggest that Sir EDWARD, or, indeed, any of the eminent counsel whose names we mentioned, had not been successes in Parliament; our point was simply that their reputations as orators was much greater in the Forum than in the Senate. This, we think, was unquestionably so. Of course, Sir EDWARD CLARKE was a very successful speaker in the House of Commons, and carried great weight in its debates. But he was the first orator of his day at the Bar, and his greatest admirers—among whom we deem ourselves—would not claim for him in the House of Commons a position equal to that of GLADSTONE. Sir EDWARD, happily, is still with us, and many of us regret that his silvery tongue, with the curious thrill in its tones, is nowadays so seldom heard by members of his old profession. There was a day when every young aspirant to forensic fame took Sir EDWARD as his model.

The Law of Property Act, 1922.

VIII.

ESTATE OWNERS AND EQUITABLE INTERESTS (*continued*).

Beneficial Owners Setting up Trusts for Sale and Settlements (*continued*).—We referred last week to the device contained in the Act for enabling an owner to sell free from equitable interests, notwithstanding that there is no settlement existing under which he can exercise the powers conferred by the Settled Land Acts. The device is a simple one in theory; whether it will be equally simple in practice, or will in fact be adopted in practice, experience will show. It enables the owner to set up a settlement under which he shall have the power of sale of a tenant for life, and may exercise such power so as to shift the equitable interest from the land to the proceeds of sale. This, together with the corresponding provision of s. 3 (3) (iii) enabling an estate owner to set up a trust for sale, is the complement of the scheme of the Act for overriding equities upon a sale (see the letter from "A Conveyancer," *ante*, p. 647).

The existing practice in this respect depends partly upon the equitable doctrine of trusts and partly on the provisions of the Settled Land Acts. The commonest method of overriding equitable interests is by means of a trust for sale, and this, already regulated to some extent by the Trustee Act, 1893, is now to be further regulated by the provisions of Schedule IV. These are comparatively short, and the most noticeable change is that payment of capital money to a sole individual trustee will no longer be a protection to a purchaser. He must take care to pay it either to two trustees or to a trust corporation: Sched. IV, s. 3 (2). The expression "trust corporation" includes the Public Trustee, a corporation appointed by the Court to be a trustee, and corporations entitled to act as custodian trustee: s. 188 (30); see Public Trustee Act, 1906, s. 4 (3); Public Trustee Rules, 1912, r. 30. Speaking generally, these are banks and insurance offices which undertake trust business. Hitherto, of course, the receipt of a sole trustee selling under a trust for sale has been effectual, and it will have to be considered how far the present requirement of payment to two trustees overrides s. 20 of the Trustee Act, 1893. Further, the schedule introduces by s. 2 (3) the requirement (in effect) that the trustees shall consult the beneficiaries who are of full age.

We shall not attempt in these articles to discuss in detail the provisions of the Act with regard to trusts for sale. These are already well understood in practice, and the Act does not substantially affect them. The important thing is that they are adopted as a fundamental part of the new conveyancing. Moreover, new statutory trusts for sale are introduced, such as the trust for sale which is to affect all land held in undivided shares (s. 10; Sched. III)—the Partition Acts, 1868 and 1876, being in consequence repealed—and the trust for sale which is to affect intestates' estates (s. 147 (1)).

We noticed last week that in Part II of the First Schedule it appears to be assumed that all personal representatives are trustees for sale, though there seems to be no provision to this effect as regards executors. In the original clause 3 of the Bill of 1920 there was indeed a provision that land (not being settled land) which was vested in a personal representative should be held by him on trust for sale with power to postpone; but this disappeared when clause 3 was re-drafted and it is not in s. 3 of the Act. The definition clause (s. 188 (30)) defines "trustees for sale" as meaning "the persons (including a personal representative) holding land on trust for sale"; but, of course, this does not give executors a power of sale which they would not otherwise have. Under s. 163 personal representatives have "for purposes of administration" the powers of trustees for sale; but this, again, stops short of making them generally trustees for sale. Possibly we are mistaken, but the Act does not appear to extend the powers of executors in regard to sale otherwise than for purposes of administration.

But while, when clause 3 was re-drafted, the clause converting personal representatives into trustees for sale was dropped, a new provision for making use of trusts for sale was introduced. This is now s. 3 (3) (iii), and is as follows:—

> "(iii) Where the legal estate affected is not subject to a trust for sale or a settlement, then, if the estate owner conveys his estate to two or more individuals approved either by the persons in whom the equitable interests or powers aforesaid are vested or by the court, or to a trust corporation, upon trust for sale, with or without power to postpone the sale, such equitable interests and powers may be overreached by the trustees for sale, and shall, according to their priorities, take effect as if created or arising by means of a primary trust affecting the proceeds of sale and the income of the land until sale."

This, then, is the special use made of the machinery of a trust for sale to override equitable interests. Similar use is made of the power of sale arising under the Settled Land Acts, but this is a modern addition to conveyancing practice and is much more

artificial. The main difference between the two—a trust for sale in equity, and the statutory power of sale under the Settled Land Acts—under the new system will be that, under a trust for sale, the trustee is at once the estate owner and the person to receive the purchase money, while under the Settled Land Acts the person who is in equity only the tenant for life is the estate owner, and the persons to receive the purchase money are the trustees. In other words, while, under a trust for sale, the trustees sell and convey and give a receipt for the purchase money; under the Settled Land Acts the tenant for life sells and conveys and the trustees give a receipt. Since the legal estate in fee is vested in the tenant for life, it would seem to follow that his conveyance will necessarily override all other interests. Hitherto the overriding effect of a conveyance by the tenant for life has depended on s. 20 of the Settled Land Act, 1882, and *primâ facie* that section now becomes unnecessary. It is not, however, repealed by the Act, but undergoes important modification (see s. 47), the nature of which cannot be properly appreciated until we come to consider s. 3, which defines the relation of the purchaser of a legal estate to the equities affecting it. It is sufficient at present to say that, in general, a conveyance by the tenant for life as estate owner will override all equitable interests. It should also be pointed out that while a trust for sale may depend on two instruments—a conveyance on trust for sale and a deed declaring trusts of the proceeds of sale and the income till sale, yet this is not necessary, and both conveyance and trusts may be included in the same deed; and in the case of a trust for sale arising under a will, where the same persons are executors and trustees, there is only one instrument. But a settlement will in future necessarily be constituted by two instruments, the vesting instrument, and the declaration of trust. The vesting instrument will, in a settlement *inter vivos*, be a deed, and so, too, will the declaration of trust. They are called respectively the vesting deed and the trust deed: Sched. V, s. 1 (1). In a settlement by will the vesting instrument will be an assent in writing, and the will itself will be the declaration of trust—or, as the Schedule says, it will "be deemed 'the trust deed.'" With a little ingenuity an appropriate term for it might, perhaps, have been found. But it is the vesting instrument which will alone concern purchasers, and it is in their interest that this duplication of documents has been devised. The vesting instrument will show who is the tenant for life in whom the legal estate is vested, and who are the Settled Land Act trustees; also any additional powers conferred by the settlement, and who are the persons to appoint new trustees. This is all that a purchaser requires to know, and accordingly only the vesting instrument will go on the abstract. We do not propose in these articles to consider in detail the provisions as to settlements contained in Sched. V, and it has been convenient to introduce the above statement here. Vesting instruments, though apparently quite simple, will probably be found in practice to raise a good many questions.

The power of sale under the Settled Land Acts arises only where there is a settlement; that is, where, under one or more instruments, land is limited to or in trust for persons by way of succession: Settled Land Act, 1882, s. 2 (1); though a settlement once created does not cease merely because the beneficial interest vests in a tenant in fee simple; it continues as long as there are other interests, such as a jointure rent-charge or portions, which have been created by or under the settlement. In this respect the principle of *Re Mundy & Roper* (1899, 1 Ch. 275) is confirmed by the present Act; see ss. 48 (1), and 53 (1). There is still, however, the case where there never has been a settlement, but the estate owner holds his estate subject to equitable interests. It must be remembered that the estate owner has the legal fee simple, and the term "equitable interests" includes all estates, interests and charges which are not legal estates: see s. 1 (6). An ordinary case of an equitable interest is a charge on land to secure money lent, and at present a vendor whose estate is subject to such a charge cannot sell unless he either pays off the charge or obtains the concurrence of the chargee. There may also be cases where family charges exist as equitable interests, although there is no settlement under the Settled Land Acts. In the Settled Land Bills, out of which Part II of the present Act has been evolved, this latter case was provided for (see Clause 7 of the Bill of 1910); but, while more restricted than the present provision, it was simpler. In order to enable an owner in fee to override estates, interests or charges capable of being created by a settlement (*not being estates, interests or charges created for securing money actually raised*), the owner was to have the powers of a tenant for life, and the land was to be deemed settled land.

In the Act this device is in substance adopted and extended in the following provision of s. 53:—

> "(2) Where a person of full age is beneficially seised or entitled in possession of or to a legal estate subject to any equitable interests or powers which by Part I of this Act would have been protected if that legal estate had been subject to a settlement at the time when the equitable interests or powers were created or arose, then, for the purpose of overreaching such interests or powers, he may, notwithstanding any stipulation to the contrary, by deed, which shall have effect as a vesting deed, declare that the legal estate is vested in him on trust to give effect to all equitable interests and powers affecting the same, and appoint two or more individuals (approved either by the persons in whom the equitable interests or powers are vested or by the court) or a trust corporation to be trustees of such deed for the purposes of the Acts, and thereupon the following provisions shall have effect:—
>
> "(*a*) He shall have the powers of a tenant for life and the land shall be deemed settled land."

The remaining paragraphs define the "trust deed" and deal with other subsidiary matters. It will be seen that the effect of this section depends on Part II of the Act, and in particular on the effect of that Part in "protecting" equitable interests and powers, and properly to appreciate it, it must be considered in connection with s. 3. But the general purport is sufficiently clear. An owner in fee who cannot override equitable interests on a sale in any other way can do so by an artificial recourse to the Settled Land Acts. The simple plan of stating that he is to have the powers of a tenant for life is not adopted. There must be a deed attracting these powers, and this is in keeping with the general scheme of the Act for requiring matters on which the exercise of the statutory powers depends to be exactly ascertained and stated. But, subject to the procedure of the section being followed, the owner will have powers of overriding equitable interests similar to those of an estate owner who is tenant for life under a settlement.

As we have said, the two devices of enabling an estate owner to set up a trust for sale and to set up a settlement are intended to complete the scheme of Part I for overriding equitable interests on a sale. That they are both wanted is not clear. The artificial recourse to a trust for sale is part of the redrafting of Clause 3 of the Bill; the artificial recourse to the Settled Land Acts is a legacy from the Settled Land Bills of 1906 and 1910. We should have thought one device was sufficient. Whether either will be of much use in practice can only be discovered by experience. Our impression is that, save in very exceptional cases, it will be easier to obtain the concurrence of the owner of the equitable interest than to override it by setting up a trust for sale or a settlement solely for this purpose.

(*To be continued.*)

The Legal Profession as a Public Vocation.

In these days, when every old institution is called in question by impatient or irreverent spirits, each of the professions is the subject of attack by those who choose to consider it a monopoly or an anti-social centre of privilege. Each has to defend itself against such attacks, and to make clear to the world its true nature and its dignity as a vocation performing great social service to the State. In so doing it has to combat three kinds of misconception. One is due to popular ignorance of the rules and etiquette of the profession; such attacks as that made on solicitors by Professor Graham Wallas in his otherwise able and interesting Social Heritage, to which we replied when it was

published last year, is a case in point. Another results from the conduct of a few unworthy members of the profession; there are black sheep in every flock; but the public is too apt to assume that the questionable acts of the black sheep are representative of the profession. The third misconception is due to the lack of clear understanding as to the dignity and lofty character of their vocation on the part of even its average high-minded members. Its high aims are usually observed in practice, but this observance is largely sub-conscious, and individuals sometimes fail to recognize that they are following a loftier rule than mere commercial aiming at success would dictate to them. It is very important, therefore, that the best practice of the profession should from time to time be explained and published from the house-tops by noble representatives of the profession.

Such a "Proclamation from the house-tops" is to be found in the recent inaugural address to the Edinburgh Juridical Society delivered by Lord Clyde, the Lord President of the Scots Court of Session. The Edinburgh Juridical Society, like the "College of Justice" in Scotland, contains as members at once judges, advocates (*Anglicé*, barristers), and writers (*Anglicé*, solicitors). In his address to it Lord Clyde did not distinguish between the two branches of the profession; for in Scotland, owing to the fact that writers and solicitors have equal audience with advocates in the Sheriff-Courts which are practically the courts of first instance, having almost unlimited civil jurisdiction, the average writer very frequently acts as an advocate in litigious cases and meets with the same respect from the bench as a member of the bar. Hence Lord Clyde treats both branches of the profession as essentially advocates or pleaders, and lays down the rules they ought to bear in mind when so acting. He does so with a lofty earnestness and a lucidity which makes it profitable to summarize here his main contentions, expressed in our own order, but, when possible, in his lordship's words.

Lord Clyde deals with five main points. First, the nature of the legal vocation. He points out clearly that this is a profession, not a branch of commerce, or a trade union. The difference is this. A profession exists primarily for the public service, and only secondarily as a means of subsistence for those who practise in. Its primary aim is to serve the State, whether in the so-called services, *i.e.*, the Army, Navy, Air Force, and Civil Service, or in the free professions, *i.e.*, the Law, Church, Medicine, Literature, and Art. The remuneration of its members is an important matter, but only a secondary one, and they should do their work equally well whether well-remunerated or ill-remunerated. It is otherwise in commerce. There a dealer is out to buy at the lowest price and sell at the highest; his aim is profit; of course, he must get it honestly and by straightforward means; but the test of success in his vocation, accepted by him and the world at large, is the amount of profit he succeeds in making—the degree of difference between price and cost. Again, the object of a trade union is to protect its members against oppressive treatment and to secure the maximum benefit for them as such. It is not there for the purpose of serving the public or the State; it is there to protect its members against the public, or employers, or the State. Lord Clyde rejects with noble scorn the suggestion that the Law is or ought to be a trade-union. That is a fundamental misconception. Any rules of professional etiquette which countenance it, he considers, are wrong, mischievous and deserving of abolition.

"The profession is sometimes spoken of as a trade union" (says Lord Clyde). "This is but a specious and vulgar analogy at the best; but in the matter of ideals of efficiency it is wholly perverted. For the essence of professional efficiency is the exact opposite of the modern trade union spirit. The lamp of a professional man's ambition is, or ought to be, to realise the desire to give of the best of himself to the work which his client puts in his way. If the profession's attitude to its work were ever to be that of giving as much as it pleases, or as little as it can, for the largest reward it can exact, its capacity for service would be destroyed, the fascination which it holds for its *alumni* would be eclipsed, and its privileges would be forfeit. Rightly so, because it would have forgotten its public trust, turned wholly to the least admirable ways of commercialism, and proved a renegade to the high calling which, as we have seen, it enjoys. In former days the skilled artificer in stone was wont to chisel his particular mark on each fragment of his handiwork, and the ruling principle of professional ethics is much the same as that which made the fifteenth century mason not only take an interest in his work for the sake of the necessary wage it brought, but also take a pride in it for its own sake. Professional ambition in the law is indeed destitute of the incentive which the power of bequeathing to prosperity even such humble memorials of accomplishment as the mason's mark affords. One of the peculiarities of the professional lawyer's work, however serviceable it may have been in itself, and however brilliant may have been the manner of its performance, is that it leaves no tangible memorial behind it. The conveyancer perhaps may point to some registered masterpiece of draftsmanship which will survive him and declare in its testing clause his name and authorship to the curiosity of later generations; though I do not suppose he counts much on that. But the pleader, no matter how outstanding his merit, leaves no permanent memorial of his skill in any shape, however insignificant, behind him."

This brings us to Lord Clyde's second point, namely, the nature of the public service which a lawyer renders to society. Here he sets a very high standard. He insists that the lawyer is *not* the servant or agent or representative of his client at all; his duty is to the State, and his retainer and remuneration by the client is simply a convenient mode of arranging for the reward of his services. His duty is to protect his client's *rights*, and to see that his client gets *justice*. His duty is *not* the protection of a client who has done *wrong* or an attempt, by lending him the aid of his brains and knowledge of the law, to enable him to evade justice or to deprive another man of justice. The judge and the lawyers who appear for the two sides in any case, he holds, are all alike parts of a machine for securing justice. There is a division of labour in order to secure efficiency. Each lawyer is there to find out and set out fully, but honestly, all that can *justly*—not all that can *plausibly*—be said for his client. The judge, thus assisted, is to infer the truth from two partial statements of it, each from a different standpoint. The lawyer, therefore, must *not* take up a cause he knows to be unjust [in law].

He must not conceal from the court material facts which he knows, and the other side have failed to discover, which make for that other side. Still less must he conceal points of law which are against him, but which the other side or the court have overlooked. This is a stringent test. We doubt whether it can wholly be carried out in present-day practice. But certainly it is well that all lawyers should hold it before them as a "counsel of perfection" to be followed so far as is reasonably practicable.

"The fundamental ratio, however, of this distinctive feature of the profession is to be found not so much in the intimate character of its relations with its clients as in wider considerations of public policy," says Lord Clyde. "Entrance to the profession is jealously guarded because those who are admitted to it are privileged. The function *jus dicere* becomes their monopoly. They acquire a certain *status*: and both the *status* and the accompanying privileges are the gift of the community which creates or sanctions them in its own interests and for its own ends. *Status* always carries with it obligations corresponding to its privileges, and the creditor in these obligations is the community which has created or sanctioned the privileges. If the client appears to be the creditor, it is only because he is a member of the community which is the real creditor. In short, professional privileges are held in public trust. Only in outward seeming does the judge appear to hold a *status* of obligation—to discharge the *munus* of a public *officium*—in a sense different from that in which counsel or solicitor hold their respective qualifications and perform their respective duties. Judge, counsel, and writer, are all three equally members of the College of Justice, and the two latter perform an *officium* for the clients they serve, equally with the judge, and are just as responsible to the public at large in the performance of it as the judge is. There is a topic I have heard ardently debated at the fireplace which may be used to illustrate this. A pleader knows or believes that his client's case is put out of Court by an authority of which he perceives that his opponent and the bench are alike blissfully forgetful—ought he to keep his thumb on it and win, or disclose it and take his chance? Of course, there are not many cases which raise this predicament purely. But there are a good many in which it pinches more or less. My answer to the question is that the pleader betrays his profession if he opens the case without disclosing the authority. To begin with, it seems as clear as can be that the pleader's duty to his client was to tell him he had no case before he came into Court at all: his obligation *jus dicere* surely required as much as that. If notwithstanding, the client chose to take a sporting chance the pleader's duty is to do his utmost to induce the Court to aid him in removing or circumventing the obstacle which the course of prior decision has thrown across the path—either by overruling or distinguishing it—but never to conceal it, or to represent to the tribunal whose assistance in vindicating the Right is invoked that something or other is the law which the pleader knows is not. I remember it used to be argued in extenuation that it is the business of the Court to know the authorities . . . but such a contention is merely the cloak for what simply amounts to a fraud on the courts . . ."

We have quoted so freely Lord Clyde's admirable remarks on the dignity of the legal profession and its high duty of *noblesse oblige*, that we must deal more briefly with his remaining three points. The third concerns the respect due to legal etiquette. Here his rule is simple, but austere. The duty of the practitioner is to respect all legal etiquette which is intended to protect the client's interests, the public at large, or the State. But he should regard that as a mere *minimum* of his duty, not the *maximum*. His duty is to try to see that "*Ruat coelum, fiat justitia*." He has not discharged that duty by merely observing the rules of

etiquette absolutely binding on him under peril of disciplinary action. He must also observe every rule of honourable conduct, whether it is a recognized rule of etiquette or not. We quote a very small portion of his eloquent remarks upon this point.

"I have never forgotten a lesson I learned early at the bar, when I consulted the Dean about some professional perplexity or other in which circumstances had placed me. In my inexperience I said something about professional etiquette. My remark was greeted by a gust of diaconal indignation. 'What in the world,' exclaimed the Dean, 'do you mean by etiquette. There is no such thing known in your profession. In each case of difficulty choose for yourself the line which seems to accord best with the highest standard of honourable conduct you know, regardless of any other consideration, and you will never go wrong.' I remember, too, the scorn with which another Dean put aside a suggestion that the decisions pronounced by holders of his office on points of conduct should be made the subject of record. Rightly, of course, because the service of honour is not in regulated bondage, but in perfect freedom."

His fourth point concerns the duty of the judge to hear an advocate with patience and courtesy. The judge, he feels, must assume that counsel is acting up to the highest standard of the profession and is doing his best to assist, not to mislead, the court. That being so, he is entitled to say all he can, in his own way, without further interruption than is necessary to elucidate his meaning where it is ambiguous. But, within these limits, he thinks that a judge should assist counsel by putting his own difficulties in the form of an interruption. To sit still in stony silence, or to start writing a note, is an act of judicial impertinence, because it assumes what the judge has no right to assume—that the pleader is engaged in wilfully wasting his time.

"I entertain," he says, "no partiality for a judicial pose of non-intervention in debate, and I have no patience with what may be called the *dum defluat amnis* attitude. On the contrary, I think the judge's duty is to contribute of his best to the process of elucidating and examining the crucial issue. According to my own experience, the silent gloom of mere judicial receptivity is far more paralysing in its effects upon the pleader than the frequent but responsive interruptions which issue from an active mind. Of course, there is moderation—that counsel of perfection—in all things; and there is a well-known distinction between the expedient uses of a pepper-box and the useless interferences of a chatterbox. But if the pepper-box is handled in good temper, and with the genuine intention to bring out the true flavour of the dish, I am certain that the application of something more than just enough of its contents is less detrimental than abstention from its use."

The fifth and last of Lord Clyde's points concerns the duty of every lawyer, whether counsel or solicitor, to get up his case thoroughly and give the court as well as his client *all possible assistance*. He reminds us of the recent case of *Greenock Harbour Trustees* v. *Globe Sugar Co.* (1921, 2 A.C. 66), in which a private Act relating to the competency of letting for hire part of a public harbour was not discovered or placed before the courts by any advocate on either side, and was accidentally found by one of the Law Lords in the course of the argument. The observations of Lord Birkenhead on this point are reported in 1921, W.N. 85. Of course, everyone will agree with Lord Clyde as to the duty in such a case; but it is unfair to lawyers to assume that they have been careless or negligent in not finding a clause which had not been supposed by anyone to have a bearing on the dispute between the parties. The moral of that case, we have always thought, is rather the desirability of Parliament so legislating as to cause the least possible difficulty to persons sincerely anxious to ascertain their rights. The present amorphous system of "Legislation by Reference," adopted sometimes in order to put obstacles in the way of members attempting to modify a bill by moving amendments to it in each House, is really responsible for such oversights as frequently occur when counsel have to advise on private rights affected by complicated series of Local Government Acts. This trick of draftsmanship—we can only call it such—would appear to have been deliberately adopted, in many cases, by the bureaucratic draftsmen of bills in order to obstruct parliamentary discussion of these bills and so get them through quickly. No doubt it is a clever device, but it cannot be called conscientious. We wish Lord Clyde, in the midst of his admirable remarks, had somewhere interjected a few observations—in his own austere style—on the duty of those lawyers who are the legal advisers of public departments to see that the elementary rules of natural justice and equity are not violated by their departments either in drafting bills or in their extra-statutory administration of the law.

Carlisle railway police are inquiring into the mysterious experience of a London stockbroker, found on the London and North Western Railway line some miles south of Carlisle in a dazed condition. It is surmised that he had fallen from the night express from Scotland. He is now in hospital suffering from injuries to his head.

Res Judicatæ.

The Meaning of "Single Woman."

(*Boyce* v. *Cox*, 1922, 1 K.B. 149, *ante*, p. 142; Div. Ct.)

The Divisional Court, in *Boyce* v. *Cox* (*supra*), distinguished in such a way as in substance amounts to overruling, two old and familiar cases. The Bastardy Laws Amendment Act, 1872, s. 3, limits to a "single woman" the remedy by affiliation order what the mother of an illegitimate child can employ to enforce its maintenance upon the father. Where a married woman has an adulterous child, then, or where the mother of an illegitimate child marries a third party before obtaining an affiliation order against the father, it has generally been assumed that she should not take bastardy proceedings. These cases, of course, are not quite on all fours with a different class, that arising in *Boyce* v. *Cox* itself, where a married woman, separated judicially from her husband, takes proceedings in bastardy against the putative father. In the actual case the proceedings were taken in respect of a child born and maintained by the putative father *before* her subsequent marriage; but such fact does not seem to create any difference of principle. It seems very difficult to hold that a married woman can ever be a "single" woman for the purposes of a statute which has no bearing on the status of married women as such, or as affected by divorce or judicial separation; and the courts have hitherto refused to deem her such: *Stacey* v. *Lintell* (1874, 4 Q.B. 291); *Peatfield* v. *Childs* (1899, 63 J.P. 117). In *Boyce* v. *Cox*, however, the court "distinguished" those cases and found that the mother, so separated, was a "single woman" for the purposes of the Act, and could obtain an affiliation order. Of course, this decision may be defended on the ground that the mother, while unmarried, could have taken bastardy proceedings, and that her subsequent judicial separation revived the right to take such proceedings. But the decision seems to have been based on more general grounds by the court.

The Doctrine of "Repugnancy."

(*Forbes* v. *Git*, 1922, 1 A.C. 256; Jud. Com.)

A very useful legal principle to employ in an emergency, largely on account of its vagueness, and the consequent lack of authority limiting its meaning, is the well-known rule of "repugnancy." A gift made subject to a condition is held free of that condition when it is deemed to be "repugnant" to the general character of the gift; an exception clause in a contract which defeats the whole object of that contract is void for "repugnancy"; where two clauses in a deed or a will are "repugnant" to one another, one of them fails—in a deed the latter clause, and in a will the former one. An illustration, not of the rule, but of an ineffectual attempt to induce the court to apply it, is afforded by *Forbes* v. *Git* (*supra*). Here builders contracted with a restaurant keeper to do certain work to the latter's restaurant. The first clause provided that, in consideration of 3,000 dollars payable in three instalments, the builders would provide certain materials and perform certain services. Details of the work followed. There was a final clause providing that the owners were to pay the builders the cost of the materials and labour at a rate of 12½ per cent. over cost, whether or not that cost exceeded 3,000 dollars. It certainly looks as if the final clause were so inconsistent with the first clause as to be "repugnant" and therefore void. The Judicial Committee, however, held that, before applying the "repugnancy" principle so as to tear up a contract signed by business men, it must try to find some meaning for the first clause which would not render the final clause necessarily and obviously repugnant; the parties could not have intended an obvious inconsistency. They held that this could be done by treating the first clause as indicating, not the *total* consideration, but the amounts and dates at which the instalments were to be paid.

Reviews.

Practical Law.

PREPARATION OF CONTRACTS AND CONVEYANCES. By H. W. BALLANTINE, Professor of Law to the University of Minnesota, U.S.A. MacMillan Company. 12s. net.

THE SOLICITOR'S CLERK. Part I. By the late CHARLES JONES. Ninth edition. Revised by Mr. T. S. DUFFILL. Effingham Jones. 3s. 6d. net.

These little books, one American and one English, aim at giving practical hints as to his work to the law student and law clerk respectively. Professor Ballantine's little book is a very useful summary of the points an articled clerk should note in connection with the preparation of all classes of legal documents.

The late Mr. Charles Jones was perhaps the only solicitor's clerk who attained a certain status as an acknowledged writer of legal text-books. His "Guides" are books of the utmost possible usefulness to the solicitor's clerk, and, indeed, to many qualified men; we have found copies of them in frequent use even in a barrister's chamber. Mr. Duffill has emulated the practicality and thoroughness of his predecessor in preparing this new edition of Part I of Mr. Jones' well-known "aid-book" for solicitor's clerks.

Correspondence.

Dividend Warrants marked "Not Negotiable."

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Dear Sir,—It is mid-vacation, so I suppose your reader is away or he would not have passed "Clark" for "Clarke," nor would he have tripped in his latinity. Sir Edward Clarke was a success in the House of Commons, or he would not have been entrusted with moving the rejection of one of Gladstone's Home Rule Bills.

As to your note on Approbation and Reprobation, you have omitted to state that the cheques in the case you discuss were not subject to the Bills of Exchange Act, 1882, but perhaps you satisfied yourself that the New South Wales Statute applicable is in the same terms as the English Act. If this be so, then a cheque drawn by a bank on itself, and not a dividend warrant, cannot be effectively marked "Not Negotiable." There is a dictum to the contrary effect by Bailhache, J., in *Ross* v. *L.C.W. & Parr's Bank Ltd.*, 1919, 1 K.B. 678, at p. 687, but the Judge does not seem to have noticed s. 95 of the English Act. It seems to me that if it required an Act of Parliament to apply the provisions of the Crossed Cheques Act, 1876, to dividend warrants, that in the absence of any section in the Statute applying the provisions as to crossed cheques to drafts drawn by a bank on itself such last-named documents are not Bills of Exchange, and cannot be effectively crossed and marked "Not Negotiable." See Chalmers also Halsbury's Laws of England *passim*.

I have had correspondence with the Board of Trade, and have drafted an amendment of s. 95, which apparently meets the point, but so far have not got the Department to move. The Institute of Bankers bless my efforts, and appreciate that where the big five banks have each many hundreds of branches, it is, to say the least, inconvenient that a draft by the Head Office on itself, or any branch of the bank, or a draft by a branch of the bank on the Head Office, or on any other branch of the bank, cannot effectively be crossed, though it *may* be protected by the custom of bankers, as to which there is not any direct authority.

To put a concrete case, if a draft by a bank on one of its branches is sent to a solicitor to complete a purchase, and is made payable to the solicitor, who endorses it and hands it to his clerk, and this draft be lost, apparently a transferee giving value to a finder of the draft could recover its amount as against the owner. This state of facts ought not to continue and s. 95 should be extended as I propose.

The Members for the City of London should have seen to this long ago, and it is not any excuse if they did not know the point, as they ought to have known it if worthy representatives of the first City of the Empire.

Yours faithfully,

E. T. Hargraves.

80, Coleman St., E.C.2,
29th August.

Alien Enemy Wives and Settled Incomes.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Re Rush: Warre *v.* Rush.

Sir,—The considered judgment of the Court of Appeal in the above mentioned case, given on the last day of last sittings, is of great interest to British-born women who are married to Germans, and who have English settlements under which they are restrained from anticipation of their income—and to their trustees.

The decision, it will be remembered, is that the charge under the Treaty of Peace does not apply to the income which accrued after the 10th January, 1920, the date when the Treaty took effect.

Many such trustees, like myself, must have paid to the credit of the custodian, and by his direction, large sums which so accrued. Moreover, in many of such cases, the married women have doubtless made their claims against the German Government and have received some trifling sum representing the equivalent of the amount according to the *normal* rate of exchange.

The question arises, what will be the effect of the decision in these cases? I am assuming, of course, that it will not be reversed by the House of Lords.

Will it be said that money paid under a mistake in law cannot be recovered?

If it can be recovered one wonders how the matter will be re-adjusted between the two governments, though that, of course, is a matter which does not concern the married women or their trustees.

W. H. W.

28th August.

Tacking and Mortgages by Demise.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Dear Sir,—A is freeholder of land subject to a building lease for 99 years from 1844 at a ground rent of £40.

B is the holder of the lease which is subject to a mortgage by demise to C to secure say £300.

Subsequently B agrees to purchase the freehold reversion for £800 of which £750 is to be allowed to remain on mortgage. A conveys his fee simple estate to B subject to the lease and the original leasehold term merges in the freehold and B then conveys such legal estate to A to secure the £750.

C's mortgage term is therefore the estate giving the prior right to possession of the land and, the ground rent being extinguished, he would appear to acquire priority by reason of his estate over A, the mortgagee of the freehold.

How could A protect himself from this condition? In the case upon which the foregoing is based care was taken to preserve the lease from merger.

W. H. C.

22nd August.

The Provincial Meeting of the Law Society.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—On the occasion of the forthcoming Provincial Meeting of the Law Society at Leeds, it is proposed to arrange a chess match between teams of local and visiting solicitors, and I should be glad if any of the latter, who have any knowledge of the game, would communicate with me. It is not necessary that they should be at all strong players.

It is proposed that the match should be played on the Wednesday afternoon.

Fras. Nunn.

Colwyn Bay.
30th August.

New Orders, &c.

High Court of Justice.

LONG VACATION, 1922.

NOTICE.

During the remainder of the Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice Romer.

Court Business.—The Hon. Mr. Justice Romer will, until further notice, sit in The Lord Chief Justice's Court, Royal Courts of Justice, at 10.45 a.m., on Wednesday in every week, commencing on Wednesday, 6th September, for the purpose of hearing such applications, of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No Case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' Papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock two days previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside "Chancery Vacation Papers," or they may be sent by post, but in either case so as to be received by the time aforesaid.

Urgent Matters when the Judge not present in Court or Chambers.—Application may be made, *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—'Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

Chancery Chamber Business.—The Chambers of Justices Sargant and Russell will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

King's Bench Chamber Business.—The Hon. Mr. Justice Romer will, until further notice, sit for the disposal of King's Bench Business in Judge's Chambers at 10.45 a.m. on Tuesday in every week, commencing on Tuesday, the 5th September.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 13th and 27th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 6th and 20th of September, and the 4th October.

All Papers for Motions and for making Decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following Papers for the Vacation Judge, are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.

3.—Two copies of notice of motion.

4. Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

VACATION REGISTRAR.—Mr. More (Room 180).

Chancery Registrar's Office,
Royal Courts of Justice,
September, 1922.

Procedure.

THE RULES OF THE SUPREME COURT (REDUCTION OF CAPITAL), Dated July 28th, 1922.

(*Concluded from page* 734.)

APPENDIX L.—FORMS.

No. 32. [O. 53B. r. 8.]

In the Matter of the Company Limited and Reduced; and in the Matter of "The Companies (Consolidation) Act, 1908."

To Mr.

You are requested to take notice that a petition has been presented to the High Court of Justice, for confirming the reduction of the capital of the above company, from £ to £ , and that in the list of persons admitted by the company to have been on the day of creditors of the company, your name is entered as a creditor [*here state the amount of the debt or nature of the claim*].

If you claim to have been on the last-mentioned day a creditor to a larger amount than is stated above, you must on or before the day of send the particulars of your claim and the name and address of your solicitor (if any) to the undersigned at . In default of your so doing the above entry in the list of creditors will in all the proceedings under the above application to reduce the capital of the company be treated as correct.

Dated this day of 19 . *A.B.*,
Solicitor for the said company.

No. 33. [O. 53B. r. 9.]

In the Matter of the Company, Limited and Reduced; and in the Matter of "The Companies (Consolidation) Act, 1908."

Notice is hereby given that a petition for confirming the reduction of the capital of the above company from £ to £ was on the day of 19 , presented to the High Court of Justice and is now pending. A list of the persons admitted to have been creditors of the company on the day of , 19 (the date fixed by the Order in this matter dated), may be inspected at the offices of the company at , or at the office of at any time during usual business hours, on payment of the charge of one shilling.

Any person who claims to have been on the last-mentioned day and still to be a creditor of the company, and who is not entered on the said list and claims to be so entered, must on or before the day of send in his name and address, and the particulars of his claim, and the name and address of his solicitor (if any) to the undersigned at , or in default thereof he will be precluded from objecting to the proposed reduction of capital.

Dated this day of , 19 . *A.B.*,
Solicitor for the said company.

No. 34. [O. 53B. r. 10.]

(Title of Court as in Form 30.)

In the Matter of the Company, Limited and Reduced; and in the Matter of "The Companies (Consolidation) Act, 1908."

We, *C.D.*, &c. [the secretary of the said company], *E.F.*, of &c. [the

solicitor of the said company], and *A.B.*, of, &c. [the managing director of the said company], severally make oath and say as follows:—

I, the said *C.D.*, for myself, say as follows [O. 53B. *r.* 8.]:

1. I did, on the day of 19 , in the manner hereinafter mentioned, serve a true copy of the notice now produced and shown to me, and marked B., upon each of the respective persons whose names, addresses, and descriptions appear in the first column of the list of creditors, marked A., referred to in the affidavit of filed on the day of ,19 .

2. I served the said respective copies of the said notice by putting such copies respectively duly addressed to such persons respectively, according to their respective names and addresses appearing in the said list (being the last known addresses or places of abode of such persons respectively), and with the proper postage stamps affixed thereto as prepaid letters, into the post office receiving house, No. , in Street, in the County of between the hours of and of the clock, in the noon of the said day of .

And I, the said *E.F.*, for myself, say as follows:—

3. *If notice is issued under* O. 53B. r. 9.]—A true copy of the notice now produced and shown to me, and marked C., has appeared in the of the day of 19 , the of the day of , 19 . &c.

4. [O. 53B. *r.* 10.]—I have, in the paper writing now produced and shown to me, and marked D., set forth a list of all claims, the particulars of which have been sent in to me pursuant to the said notice B., now produced and shown to me by persons claiming to be creditors of the said company for larger amounts than are stated in the list of creditors, marked A. referred to in the affidavit of , filed on the day of 19 .

5. *If notice is issued under* O. 53B. *r.* 9.]—I have, in the paper writing now produced and shown to me, marked E., set forth a list of all claims, the particulars of which have been sent in to me pursuant to the notice referred to in the third paragraph of this affidavit by persons claiming to be creditors of the said company on the day of , 19 , not appearing on the said list of creditors, marked A. and who claimed to be entered thereon.

And we, *C.D.* and *A.B.*, for ourselves, say as follows:—

6. [O. 53B. *r.* 10.]—We have, in the first part of the said paper writing, marked D. (now produced and shown to us) and also in the first part of the said paper writing marked E. (also produced and shown to us), respectively set forth such of the said debts and claims as are admitted by the said company to be due wholly or in part, and how much is admitted to be due in respect of such of the same debts and claims respectively as are not wholly admitted.

7. [O. 53B. *r.* 10.]—We have, in the second part of each of the said paper writings, marked D. and E., set forth such of the said debts and claims as are wholly disputed by the said company.

8. In the said exhibits D. and E. are distinguished such of the debts the full amounts whereof are proposed to be appropriated in such manner as the Judge shall direct.

Sworn, &c.

Exhibit D., referred to in the last-mentioned Affidavit.

D.

In the Matter, &c.

List of debts and claims of which the particulars have been sent in to by persons claiming to be creditors of the said company for larger amounts than are stated in the list of creditors made out by the company.

This paper writing, marked D., was produced and shown to *C.D.*, *E.F.*, and *A.B.* respectively, and is the same as is referred to in their affidavit sworn before me this day of 19 .

X.Y., &c.

FIRST PART.

Debts and Claims wholly or partly admitted by the Company.

Names, Addresses and Descriptions of Creditors.	Particulars of Debt or Claim.	Amount claimed.	Amount admitted by the Company to be owing to Creditor.	Debts proposed to be appropriated in full although disputed.

SECOND PART.

Debts and Claims wholly disputed by the Company.

Names, Addresses, and Descriptions of Claimants.	Particulars of Claim.	Amount claimed.	Debts proposed to be appropriated in full, although disputed.

Exhibit E., referred to in the last Affidavit.

E.

In the Matter, &c.

List of debts and claims of which the particulars have been sent in to Mr. by persons claiming to be creditors of the company, and to be entered on the list of the creditors made out by the company.

This paper writing marked E. was produced and shown to *C.D.*, *E.F.*, and *A.B.* respectively, and is the same as is referred to in their affidavit sworn before me this day of 19 .

X.Y., &c.

FIRST PART.

[*Same as in Exhibit D.*]

SECOND PART.

[*Same as in Exhibit D.*]

NOTE.—The names are to be inserted alphabetically.

No. 35. [O. 53B. r. 11.]

In the Matter of the Company, Limited and Reduced; and in the Matter of "The Companies (Consolidation) Act, 1908."

To Mr.

You are hereby required to come in and prove the debt claimed by you against the above company, by filing your affidavit and giving notice thereof to Mr. , the solicitor of the company, on or before the day of next; and you are to attend by your solicitor at the chambers of Mr. Justice , Room No. Royal Courts of Justice, Strand, in the County of London (or at the Chambers of the Registrar at) on the day of , 19 , at o'clock in the noon, being the time appointed for hearing and adjudicating upon the claim, and produce any securities or documents relating to your claim.

In default of your complying with the above directions, you will [be precluded from objecting to the proposed reduction of the capital of the company], *or* [in all proceedings relative to the proposed reduction of the capital of the company be treated as a creditor for such amount only as is set against your name in the list of creditors].

Dated this day of , 19 .

A.B.,
Solicitor for the said company.

No. 36. [O. 53B. r. 16.]

In the Matter of the Company, Limited and Reduced; and in the Matter of "The Companies (Consolidation) Act, 1908."

Notice is hereby given, that a petition presented to the High Court of Justice on the day of , for confirming the reduction of the capital of the above company from £ to £ , is directed to be heard before Mr. Justice on the day of 19 .

C. & D., of ,
[Agents for *E. & F.*, of],
Solicitors for the company.

The of , 1922.

The Probation System.

(*Continued from page* 724).

DUTIES OF PROBATION OFFICERS (*continued*).

Two men are stated to have 124 and 131 cases respectively. In one large borough the average number of cases for each officer amounts to 100, and in one thickly populated county four officers are responsible for 450 cases. Without knowing the circumstances it is not possible for us to express a definite opinion whether, in cases of this kind, the Probation Officer can adequately supervise so many cases, but it is clear that the efficiency of probation must suffer severely when the officer is overworked, and cannot give sufficient time to seeing at regular intervals the probationers under his care. Instead of attempting to lay down any standard based on the number of cases, which is bound to be a variable one, we recommend

that magistrates should pay close attention to the amount of work given to the Probation Officers attached to their Court, and satisfy themselves that the officers are able to give sufficient time and attention to each case, and to see that the conditions of the probation order are suitable, and are being fulfilled.

Although in small towns and country districts it appears to us better to employ one man as Probation Officer for several Courts rather than to employ a large number of part-time officers, it is possible to err in the other direction, and make an officer's district so wide that he cannot cover the ground effectively. We notice cases in which one man is appointed to act for as many as 10 or 12 Courts, and in one County as many as 21 Courts.

It is not an uncommon practice to make the Probation Officer also a collecting officer to the Courts. While some of the Probation Officers who came before us saw no objection to this practice, and even regarded it as a help to their work, we are of opinion that these duties are incompatible with the work of a Probation Officer, and that other persons should be employed in collecting.

We also think it very undesirable that officers belonging to Societies should be employed in collecting subscriptions which are largely required to pay their own salaries.

As a general rule financial relief should be dissociated from probation work. If a probationer needs monetary assistance he should be placed in direct touch with Societies and Agencies who are best able to help him. But the use of voluntary funds by Probation Officers in providing outfits for probationers so as to enable them to obtain employment is legitimate and desirable expenditure. The work of a Probation Officer may be greatly reinforced if he is able from funds placed at his disposal to fit a probationer for some useful occupation.

The Report then deals with: *Qualifications and Method of Appointment; Remuneration; Superannuation; Organisation—Central Authority; Local Organisation; London Organisation; Provincial Organisation; Cost of Probation;* and continues:—

Supervision of Persons released from Prison.—We have been asked to consider another question which has been referred to us, though it is not directly concerned with probation. The Central Discharged Prisoners' Aid Society have drawn the attention of the Prison Commission to the need for a period of legal supervision following the discharge from prison of prisoners who have received treatment under the modified Borstal system. It is urged that the Borstal Committee take great pains with these young offenders, while they are in prison, only to find that they revert to wrongdoing as soon as their control is relaxed. In the case of young offenders committed to Borstal Institutions, the law provides for a period of supervision after release, and an offender is liable to be recalled if he fails to behave himself during that period. Similarly in the case of boys and girls sent to certified schools, they remain under the supervision of the managers until they reach the age of 18 in the case of industrial schools, and 19 in the case of reformatory schools, and they can be recalled to the schools when such a step is needed for their protection.

It is suggested that it would greatly reinforce the value of imprisonment if a similar system could be adopted for all juvenile adults sent to prison, say, for three months or more. For this purpose the law might be amended to provide that in all such cases the offenders on release should remain under the supervision of the Prison Commissioners for a period of not less than six months, and that they should be liable to be recalled by the Court to prison for a period not exceeding three months, if there is evidence that they are falling back into evil ways and associations.

During the period of supervision, the offenders should be under the care of persons who are experienced in after-care work, such as agents of the Discharged Prisoners' Aid Societies, who are familiar with the needs and circumstances of this class of offender.

Co-ordination of after-care, etc.—We may mention here a suggestion which has been made that all after-care work needs co-ordination. A large number of organisations and persons throughout the country are engaged in similar work, and if their efforts could be co-ordinated by the formation of a Central Association, it would prevent overlapping and tend to much greater efficiency. The work of the Probation Officers, Discharged Prisoners' Aid Societies, the after-care of children released from Reformatory and Industrial Schools, may be instanced.

We are impressed by the argument which has been put forward in favour of closer co-operation in the various descriptions of after-care. We do not feel in a position, and indeed it is not our duty, to make a definite recommendation on this subject, but we should like to point out that if the probation system is better organised on the lines we suggest, it will help towards the promotion of a Central Organisation such as has been advocated.

Obituary.

Mr. R. A. Bayford, K.C.

Mr. Robert Augustus Bayford, K.C., for over thirty years was a familiar figure in the Law Courts. He practised almost entirely in the Probate and Divorce Court, in which his son now practises.

Mr. Bayford, who was in his 85th year, was the only son of Mr. A. F. Bayford, LL.D., sometime Chancellor of the Diocese of Manchester and Principal Registrar of the Court of Probate. He took a first class in the Law Tripos and became a Cambridge Student of Trinity Hall. On leaving Cambridge, Mr. Bayford was called to the Bar by the Inner Temple in 1863, and took silk about twenty years later. He was elected a Bencher of his Inn in 1891, and served the office of Treasurer in 1912, some years after he had retired from practice.

Sir John Rankine, K.C.

We regret to announce that Sir John Rankine, K.C., who only recently resigned the chair of Scots Law in Edinburgh University, died suddenly a fortnight ago, at his country residence, Threepwood, Roxburghshire. He graduated at Edinburgh, and at the age of twenty-three was called to the Scottish Bar. He edited several editions of Erskine's "Principles of the Law of Scotland," a book which in Scotland occupies much the same position which Justinian's "Institutes" did in Rome. He also edited the Scots Revised Reports of House of Lords and Court of Session cases. Rankine became an Advocate Depute under the Conservative Government in 1885, and three years later was appointed to the chair of Scots Law in Edinburgh University, which he held until a few weeks ago, when he resigned. A better appointment could not have been made. He had a complete grasp of his subject, was popular with his students, and proved a useful and diligent member of the Senatus.

Legal News.

General.

On the 20th ult., by thirty-three votes to thirty, the Government Bill abolishing capital punishment passed its second reading in the Queensland Legislative Assembly.

The Indian delegation to the assembly of the League of Nations at Geneva in September will consist of Lord Chelmsford, the Jam Sahib of Nawanagar and Sir Sivaswamy Aiyer.

Fines amounting to £90 were imposed by the Leighton Buzzard magistrates last week on drivers of seven motor-cars for exceeding the speed of twelve miles per hour in Watling-street, Lockliffe. The Chairman, Mr. Mills, said that, apart from the danger, great damage was being done to the roads, and no notice was taken of small fines.

"Solicitor," writing to *The Times* (3rd August) on the "Attendance of Counsel" says: It is singular that the article under this heading in your issue of July 31 omits to mention a most potent cause of the non-attendance of counsel at the trial of cases in which they have been briefed—viz., the rule or practice that a percentage on every fee is payable to the clerk. So long as this rule prevails, so long will clerks continue to take in more briefs than their masters can attend to, and so long will counsel's fees continue to be inflated.

The *Daily Graphic* asks: Why is it that, while all respectable clubs must conform with the licensing restrictions, there should be a number of so-called clubs in Soho which appear to be exempt? These are mostly run by foreigners. Apparently they have no hours of opening or closing, and it seems to be a small matter whether you are a member or not when it comes to obtaining drinks during prohibited hours. Some make the "guest" sign a slip enjoining him not to buy excisable articles: but this amounts to nothing.

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, August 22.

AUTOMATIC FIRE ARMS LIMITED. Sept. 4. Sir W. H. Peat, 11, Ironmonger-lane, E.C.
EMANUEL SHAW & Co. LTD. Sept. 30. Edward Rudd, Central-Buildings, Richmond-terrace, Blackburn.
THE LONGTON PICTURES & VARIETY ENTERTAINMENTS LTD. Sept. 5. Donald H. Bates, 10, Cheapside, Hanley.
THE NORTH WALES SHIPPING CO. LTD. Sept. 27. John Harbottle, Akenside House, Newcastle-upon-Tyne.
THE WILTSHIRE AGRICULTURAL CO-OPERATIVE SOCIETY LTD. Aug. 24. James White, Accountant, Broad Quay, Bristol.

London Gazette.—FRIDAY, August 25.

ALBION ART FOUNDRY LTD. Sept. 30. C. H. Nathan, 28, Norfolk-st., W.C.2.
JAMES PHILIP & Co. LTD. Oct. 4. Sydney G. Cole, 48, Gresham-st., E.C.
J. H. BLACKETER LTD. Sept. 9. Frederic W. Davis, 28, Theobald's-rd., W.C.1.
CASINO MUNICIPAL DE CANNES LTD. Oct. 3. Fincham, Partridge & Co., 3, Warwick-ct., Gray's Inn.
SOPWITH AVIATION AND ENGINEERING CO. LTD. Sept. 11. Roderick M. Peat and William H. Chantrey, Company's Offices, Canbury Park-rd., Kingston-on-Thames.
OVERSEAS HIDE CO. LTD. Sept. 25. Arthur M. Troup, 4, Wood-hill, Northampton.
F. H. AVENT LTD. Aug. 11. James Smith, of 35-36, Wind-st., Swansea.
FULHAM BRONZE CO. LTD. Sept. 30. C. H. Nathan, 28, Norfolk-st., W.C.2.

London Gazette.—TUESDAY, August 29.

GEO. R. PHIPPS LTD. Sept. 29. Albert E. Qualfe, A.S.A.A., 155, Fenchurch-st.
ALBERT STREET MANUFACTURING CO. LTD. Sept. 13. George W. Radley, 26, Corporation-st., Birmingham.
OVERSEAS EXPORTERS (1919) LTD. Nov. 30. Sir William Plender, 5, London Wall-bldgs., E.C.2.
LIVERPOOL SUGAR AND PRODUCE CLEARING HOUSE LTD. Sept. 30. John H. Tilman and John D. Brunt, c/o Matthew Jones & Lamb, 51, North John-st., Liverpool.
LONG & GILES LTD. Sept. 14. Norman D. Vine, Pearl Chambers, East Parade, Leeds.
W. LOOMAN & CO. LTD. Sept. 30. Frederick Shaw, 17-18, Basinghall-st., E.C.
SOLECTRIC CO. LTD. Sept. 30. Frank N. Clarke, 4, Pavilion-bldgs., Brighton.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, August 22.

The Empire Paper Mills Ltd.
Plains Realty Co. Ltd.
Wilton, Angus & Co. Ltd.
The Bromboro Improvement and Development Co. Ltd.
Pioneer Brick and Tile Co. Ltd.
Sunny South Aseptic Laundry Ltd.
The Chorley Old Road Tradesmen's Supply Co. Ltd.
Wyles Motor Ploughs Ltd.
Transport Engineering Co. Ltd.
Rennie Ritchie & Newport Shipbuilding Co. Ltd.
William Gordon & Co. (West Africa) Ltd.
Robert Sorby & Sons Ltd.
The Barnsley Motor Co. Ltd.
The Automatic Standard Screw Co. Ltd.
Thomas G. C. Trim Ltd.
The Sudan and Nile Valley Trading Syndicate Ltd.
Todd & Wright Ltd.
Charles Parker & Co. Ltd.
The Hey Spinning Co. Ltd.
Thomas Oxley Ltd.
London and Provincial Press Agency Ltd.
Preston Steam Navigation Co. Ltd.
Anglo-Californian Vineyards Ltd.
S. Blackmore & Co. Ltd.

London Gazette.—FRIDAY, August 25.

Northern Confections Ltd.
Leominster Corn Exchange Co. Ltd.
S. Rowland & Co. Ltd.
The British Railway & Tramway Interchangeable Rail Co. Ltd.
Continental Beer Agency Ltd.
Lake & Co. Ltd.
The Walker Concrete Co. Ltd.
Short Bros. Ltd.
Britannic Chemical Co. Ltd.
Townleys Ltd.
Thomas Scott & Co. (London) Ltd.
The Liberian Diamond and Gold Trust Ltd.
The Cambridge Working Men's Club (Stapleford) Ltd.
The Associated English Manufacturers Ltd.
Thomas Smith Anderson Ltd.
Hill & Kirby Ltd.
Vivienne Chocolates Ltd.
The Craven Publicity Co. Ltd.
International Twine & Paper Co. Ltd.
F. Shepherd & Co. Ltd.
R. Kemp Ltd.
The Mere Road Picturedrome Ltd.
Oakengates & St. Georges Gas and Water Co. Ltd.
The New Southgate & District Ice Co. Ltd.
Federation Foods Ltd.
Lanyon & Co. Ltd.
Winsor (Birkenhead) Haulage Co. Ltd.
The Alabaster Lighting Ware Co. Ltd.
Rubber Estates of Mexico Ltd.
William Duckworth Ltd.
Bates, Dewsberry & Co. Ltd.

London Gazette.—TUESDAY, August 29.

Erdington War Memorial and Ex-Service Men's Institute Ltd.
John Whytwarth Ltd.
Bean Houses Ltd.
Norfolk Fruit-Growers Ltd.
The Spanish and American Trading Co. Ltd.
C. G. Prewett Ltd.
Witton Firebrick Co. Ltd.
The Wholesale Import and Export Merchants Ltd.
The Kenilworth Water Co. Ltd.
S. Amster & Co. Ltd.
T. Goodby Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, August 22.

BANISTER, JAMES W., Godalming, Commission Agent. Guildford. Pet. July 25. Ord. Aug. 17.
BONIPOUX, LUIS T., Printing House-sq. High Court. Pet. June 27. Ord. Aug. 18.
BURTON, COLIN H., New Broad-st. High Court. Pet. July 20. Ord. Aug. 18.
CARE, THOMAS H., and TURNER, WILLIAM P., Exeter, Fishmongers and Poultry Dealers. Exeter. Pet. Aug. 16. Ord. Aug. 16.
CLARKE, FRANK H., Brigg, Lincs., Motor Engineer. Great Grimsby. Pet. Aug. 19. Ord. Aug. 19.
CLAY, JOHN R., Warsop, Notts, Boot and Shoe Repairer. Nottingham. Pet. Aug. 16. Ord. Aug. 16.
COE, GEORGE, Dover, Labourer. Canterbury. Pet. Aug. 18. Ord. Aug. 18.
DENHAM, HARRY, Mirfield, Confectioner. Dewsbury. Pet. Aug. 19. Ord. Aug. 19.
DENNISS, FREDERICK H., Chelmsfo Electrical Engineer. Chelmsford. Pet. Aug. 19. Ord. Aug. 19.
DE SHERBININ, ANDREW G., Bishopsgate. High Court. Pet. July 5. Ord. Aug. 18.
DOUGLAS, ROBERT S. E., Newcastle-upon-Tyne, Drug Store Proprietor. Newcastle-upon-Tyne. Pet. Aug. 19. Ord. Aug. 19.
FLOWER, ELIZABETH A., Bexhill-on-Sea, Milliner. Hastings. Pet. Aug. 19. Ord. Aug. 19.
GIBBERD, EDWARD E., Winton, Bournemouth, Upholsterer. Poole. Pet. Aug. 17. Ord. Aug. 17.
HILLS, HENRY, and HILLS, CLARA L., Wolverhampton, General Dealers. Wolverhampton. Pet. Aug. 18. Ord. Aug. 18.
ILIFFE, WILLIAM, Chesterfield, Joiner and Undertaker. Chesterfield. Pet. Aug. 18. Ord. Aug. 18.
JOHNSON, ENOCH F., Llandebie, Miner. Carmarthen. Pet. Aug. 18. Ord. Aug. 18.
KEITES, WILLIAM L., Leicester, Architect. Leicester. Pet. July 3. Ord. Aug. 18.
LADKIN, WALTER, Leicester, Saddler. Leicester. Pet. Aug. 18. Ord. Aug. 18.
LAMBERT, THOMAS W., York, Painter. York. Pet. Aug. 17. Ord. Aug. 17.
LAWRENCE, JOHN, Shirehampton, Bristol, Bespoke Boot Maker. Bristol. Pet. Aug. 17. Ord. Aug. 17.
MACHIN, WILLIAM R., Tunstall, Grocer. Hanley. Pet. Aug. 17. Ord. Aug. 17.
MARSHALL, GEORGE R., Faversham, Agent for Butchers' Requisites. Canterbury. Pet. Aug. 18. Ord. Aug. 18.
MCGUIRK, JAMES H., Staple Hill, Bristol, Butcher. Bristol. Pet. Aug. 17. Ord. Aug. 17.
MILLS, HALFORD L., Smarden, Kent, Farmer. Canterbury. Pet. Aug. 18. Ord. Aug. 18.
O'CONNELL, JOHN, Chartham, Kent, Baker. Canterbury. Pet. Aug. 19. Ord. Aug. 19.
PARSONS, EDWARD, Long Crendon, Bucks, Haulier. Aylesbury. Pet. Aug. 18. Ord. Aug. 18.
PASSERIEU, ADOLPHE, Whitfield-st., W.1, Baker. High Court. Pet. Aug. 18. Ord. Aug. 18.
PICK, WILLIAM, Dembleby, Lincoln, Farmer. Boston. Pet. Aug. 17. Ord. Aug. 17.
RAWLINGS, AUGUSTA C., Southend. High Court. Pet. June 24. Ord. Aug. 17.
RENSHAW, HERBERT, Halfway, Derby, Grocer and Provision Merchant. Chesterfield. Pet. Aug. 17. Ord. Aug. 17.
ROBERTS, CHARLES R., Liverpool, Electro-plater and Sheet Metal Worker, Liverpool. Pet. Aug. 18. Ord. Aug. 18.
RYDER, ARCHIBALD F. W., Westbourne-grove, Ladies' Tailor. High Court. Pet. July 19. Ord. Aug. 17.
MAUNTON, HORACE S. W., Putney. Wandsworth. Pet. June 30. Ord. Aug. 17.
TAYLOR, CHARLES E., Sheffield, Grocer. Sheffield. Pet. Aug. 18. Ord. Aug. 18.
TOMLINSON, STANLEY G., Derby, Wholesale Confectioner. Derby. Pet. Aug. 17. Ord. Aug. 17.
WELLS, HENRY C., Pimlico, S.W. High Court. Pet. Aug. 18. Ord. Aug. 18.
WILLIAMS, JOHN, Birmingham, Coal Merchant. Birmingham. Pet. July 17. Ord. Aug. 18.

London Gazette.—FRIDAY, August 25.

ARONOWITZ, LEON, Doncaster, General Dealer. Sheffield. Pet. Aug. 21. Ord. Aug. 21.
BATES, GEORGE, Chesterfield, Milk Seller. Chesterfield. Pet. Aug. 22. Ord. Aug. 22.
BROWNE, A., Bush Hill Park, Middlesex, Builder. Edmonton. Pet. July 26. Ord. Aug. 23.
COHEN, SARAH, Darenth-rd., Stamford Hill, Rag Merchant. High Court. Pet. July 11. Ord. Aug. 11.
COMYN, MALCOLM J., Harrietsham, Kent, Master Mariner. Maidstone. Pet. Aug. 15. Ord. Aug. 15.
DARWEN, MASON, Pendleton, Joiner. Salford. Pet. Aug. 21. Ord. Aug. 21.
DENCH, ROBERT W., West Ham. High Court. Pet. Aug. 22. Ord. Aug. 22.
DEXTER, ARTHUR, Bulwell, Notts, Milk Dealer. Nottingham. Pet. Aug. 23. Ord. Aug. 23.
DICKSON, WILLIAM S., Sunderland, Egg and Yeast Merchant. Sunderland. Pet. Aug. 21. Ord. Aug. 21.
DIGGENS, GEORGE M., Colchester, Market Gardener. Colchester. Pet. Aug. 22. Ord. Aug. 22.
DOUGLAS, ROBERT, Penrith, Innkeeper. Carlisle. Pet. Aug. 23. Ord. Aug. 23.
EVANS, TOM, New Brimington, near Chesterfield, Grocer. Chesterfield. Pet. Aug. 21. Ord. Aug. 21.
GOODALL, REGINALD B., West Norwood, Cocoa Mat and Matting Manufacturer. High Court. Pet. July 25. Ord. Aug. 23.
HAGUE, JOHN G., Birmingham, Coal Merchant. Birmingham. Pet. Aug. 22. Ord. Aug. 22.
KENNETT, FREDERICK N., Stockbury, Kent, Dairyman's Assistant. Maidstone. Pet. Aug. 18. Ord. Aug. 18.
KING & RAMSAY, King William-st., Shipping Merchants. High Court. Pet. July 3. Ord. Aug. 23.
KON, WILLIAM, Bradford, Stuff Merchant. Bradford. Pet. June 28. Ord. Aug. 23.
LEARNED, RICHARD A., Old Burlington-st., Merchant. High Court. Pet. July 21. Ord. Aug. 16.
LIPTON, MARK, Newcastle-upon-Tyne, Fruiterer. Newcastle-upon-Tyne. Pet. July 11. Ord. Aug. 22.
LONGMAN, HENRY C. W., Lower Weston, Bath. Coal Merchant. Bath. Pet. Aug. 23. Ord. Aug. 23.
MORTIMORE, JOHN, Woolwich, Coal Dealer. Greenwich. Pet. July 21. Ord. Aug. 22.
NAYLOR, JAMES A., Tipton, Baker and Grocer. Dudley. Pet. Aug. 21. Ord. Aug. 21.
PARTON, JOHN, Halifax, Commercial Traveller. Halifax. Pet. Aug. 23. Ord. Aug. 23.
PILBOROUGH, SIDNEY J., Woodford Green, Cylinder Lock Expert. High Court. Pet. Aug. 22. Ord. Aug. 22.
POLGRAHAN, JAMES H., St. Just-in-Penwith, Cornwall, Commission Agent. Truro. Pet. Aug. 22. Ord. Aug. 22.
RICHARDS, JOHN W., Barrow-in-Furness, General Wireworker. Barrow-in-Furness. Pet. Aug. 23. Ord. Aug. 23.
SLATER, ELIZABETH E., Preston, Lancs., Milliner. Preston. Pet. Aug. 22. Ord. Aug. 22.
SUTCLIFFE, CHARLES M., Whitchurch, Salop, and DARLINGTON, JOSEPH W., Crewe, Auctioneers. Nantwich. Pet. Aug. 22. Ord. Aug. 22.
TAYLOR, FREDERICK W., Chatteris, Cambridge, Potato Merchant. Peterborough. Pet. Aug. 21. Ord. Aug. 21.
THOMAS, HERBERT S., Bristol, Builder. Bristol. Pet. Aug. 19. Ord. Aug. 19.
TYLER, JOHN E., Llantwit Vardre, Glam., Coal Merchant. Pontypridd. Pet. Aug. 22. Ord. Aug. 22.
WILLIAMS, FREDERICK W., Sydenham, Engineer. Greenwich. Pet. July 20. Ord. Aug. 22.
YOUNG, FRED A., Kippax, York, Watchmaker. Wakefield. Pet. Aug. 23. Ord. Aug. 23.
Amended Notice substituted for that published in the *London Gazette* of August. 18, 1922:—
HUTCHINSON, ARTHUR, Whitley Bay, Quantity Surveyor. Newcastle-upon-Tyne. Pet. Aug. 12. Ord. Aug. 12.